

216059

THIRD MORTGAGE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That LOYD HOBSON, AND HIS WIFE MINNIE HOBSON

of McCURTAIN county in the State of Oklahoma, part IES of the first part ha VE mortgaged and hereby mortgage to THOMASON LUMBER COMPANY of McCURTAIN County, State of Oklahoma, party of the second part, the following described real estate and premises situated in McCURTAIN County, State of Oklahoma, to-wit:

SE 1/4 OF SW 1/4 OF NE 1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 25 EAST, McCURTAIN COUNTY, OKLAHOMA

with all of the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given as security for the payment of (\$ 4200.00, FOUR THOUSAND, TWO HUNDRED AND-----NO/100

Dollars, according to the terms

of ONE certain promissory note executed by LOYD AND MINNIE HOBSON to the order of THOMASON LUMBER COMPANY of BROKEN BOW, McCURTAIN COUNTY Oklahoma, and payable as follows:

One note for \$ 4200.00 dated NOVEMBER 17, 1964 payable ON DEMAND  
One note for \$ \_\_\_\_\_ dated \_\_\_\_\_ payable November 17, 1965  
One note for \$ \_\_\_\_\_ dated \_\_\_\_\_ payable \_\_\_\_\_

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit: That first part IES hereby covenant and agree to pay all taxes and assessments on said land when the same becomes due and to keep the buildings on said mortgaged premises insured against both fire and tornado in some reliable insurance company for the sum of \$ 4200.00, and to assign said insurance to said second party as 8% interest may appear, and deliver said policies and renewals to said second party, and said first part IES assume all responsibility of proof and care and expense of collecting said insurance if loss occur; the said first part IES agree to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest, taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part \_\_\_\_\_ of the first part hereby agree that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a reasonable attorney's fee of \_\_\_\_\_ dollars.

Dated this 17TH day of NOVEMBER

A.D. 1964

TREASURER'S ENDORSEMENT  
I hereby certify that I Received \$ \_\_\_\_\_  
and issued receipt No. 542 therefor in  
payment of mortgage tax on the mortgage dated

DEC 18 1964

WAYNE WATSON  
County Treasurer McCurtain County



STATE OF OKLAHOMA,

COUNTY OF *McCurran*

Before me *the undersigned*, a Notary Public in and for said County and State, on this  
the *7th* day of *Dec*, 19*64*, personally appeared  
*Loye Hopson and Merna Hobson*  
to me known to be the identical person *or* who executed the within and foregoing instrument of writing and acknowledg-  
ed to me that *they* executed same as *their* voluntary act and deed for the consideration,  
uses and purposes therein set forth.

*Opal Wallace*  
Notary Public.

My commission expires

*1-16-68*

MORTGAGE

(STANDARD)

FROM

TO

STATE OF OKLAHOMA,  
*McCurran* County.

This instrument was filed for record on the

day of

*December* A. D., 19*64*

at *8* o'clock *P.* M., and

duly recorded in book *187* on page

Fees *380*

*Opal Wallace*  
-County Clerk

GAZETTE PRINT, IDABEL

INDEXED

FOR VALUE RECEIVED, I hereby sell, assign, transfer and set over unto  
the indedness thereby secured and the property there conveyed, which mortgage is recorded in Book  
of Mortgages, on Page \_\_\_\_\_ of the records of \_\_\_\_\_ County, State of Oklahoma and covers  
in \_\_\_\_\_ County, State of Oklahoma  
Before me, \_\_\_\_\_ a Notary Public in and for said  
County and State on this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_. Personally appeared  
to me known to  
be the identical person, who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to  
me that \_\_\_\_\_ executed the same as \_\_\_\_\_ tree and voluntary act and deed and as the tree and voluntary act and deed of such  
for the uses and purposes therein set forth.  
My commission expires \_\_\_\_\_

Notary Public

County, State of Oklahoma

STATE OF OKLAHOMA,

COUNTY OF



J. Whiteman  
and  
J. Miller

This Warranty Deed, made this 26<sup>th</sup> day of Sept, 1907 by and between  
W. J. Whiteman and Mattie J. Whiteman, husband and wife, of Goodwater  
Indian Territory, parties of the first part, and T. J. Miller party of the second part  
 Witnesseth: That for and in consideration of the sum of One hundred and no/100  
 Dollars, cash in hand, paid by the said party of the second part to the said  
 parties of the first part, the receipt of which is hereby acknowledged, do hereby give,  
 grant, bargain, sell and convey unto the said party of the second part, his heirs  
 and assigns, an undivided one half interest in a certain tract of estate, situated in  
 Choctaw Nation of the Indian Territory, bounded and described as follows:  
W. E. of W. 1/4 of Sec 26 Township 8 N Range 25 East according to the official  
 survey and plat thereof, together with all the privileges and rights,  
 improvements and appurtenances thereunto belonging, forever in fee simple. To have  
 and to hold the same unto the said party of the second part, his heirs and  
 assigns, in fee simple forever. And the said parties of the first part do  
 hereby covenant with the said party of the second part, his heirs and assigns,  
 that at the delivery hereof said parties are lawfully seized and possessed of an  
 absolute and indefeasible estate of inheritance in fee simple in and to  
 said real estate, and that the same is free and clear of all taxes,  
 assessments and incumbrances of any and all kinds whatsoever and  
 that they have a good right to sell and convey the same unto said  
 second party as aforesaid, and that they will, and their heirs, executors  
 and administrators shall forever warrant and defend the title thereto  
 unto the said second party, heirs and assigns against the lawful claims  
 and demands of all persons under us or heirs or assigns. And for the  
 consideration aforesaid, the said Mattie J. Whiteman wife of the  
 said W. J. Whiteman does hereby release and relinquish, and  
 quit claim, transfer and convey all her right, claim or possibility  
 of, down and homestead in said real estate to the said party  
 of the second part in fee simple forever. In witness whereof  
 the parties of the first part have hereunto set their hands and seals  
 Witnesses:

Township  
8

W. J. Whiteman (seal)  
 Mattie J. Whiteman (seal)

United States of America  
 Indian Territory  
 Central District

Personally appeared before me C. L. Evans the undersigned  
 authority, within and for said District and Territory W. J. Whiteman  
 and Mattie J. Whiteman to me personally well known to both  
 whose names appear to the foregoing Warranty Deed as  
 parties grantors, and stated and acknowledged to me

Sale of land from the Whitmans - 1st Party / to the T. J. Miller → 1907



and is sold the same unto the said party of the second part, his heirs and assigns, in fee simple forever. And the said parties of the first part for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the said party of the second part his heirs and assigns that at the delivery hereof said parties are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate, and that the same is free and clear of all taxes, assessments and incumbrances of any and all kinds whatsoever and that they have a good right to sell and convey the same unto said second party as aforesaid, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title thereto unto the said second party, heirs and assigns against the lawful claims and demands of all persons under us or heirs or assigns. And for the consideration aforesaid, the said Mattie J Whiteman wife of the said W. J. Whiteman does hereby release and relinquish, and quit claims, transfer and convey all her right, claim or possibility of, down and homestead in said real estate to the said party of the second part in fee simple forever. In witness whereof the parties of the first part have hereunto set their hands and seals.  
Witnesses:

W. J. Whiteman (Seal)

Mattie J. Whiteman (Seal)

United States of America }  
Indian Territory } ss.  
Central District }

Personally appeared before me C. L. Evans the undersigned authority within and for said District and Territory W. J. Whiteman and Mattie J. Whiteman to me personally well known to both whose names appear to the foregoing Warranty Deed as parties grantors, and stated and acknowledged to me that they executed the same as their free and voluntary



man  
Whiteman  
ack and deed for the consideration, uses and purposes  
therein set forth and contained, and I do so hereby certify. And  
I further certify that Mattie J. Whiteman wife of H. J. Whiteman  
personally well known to me to be the person grantors  
whose names appears to the foregoing Warranty Deed voluntarily  
appeared before me and in the absence of her said husband she  
declared and acknowledged to me that she had executed said  
Warranty Deed and signed and sealed her relinquishment  
of, down and homestead therein of her own free will and  
accord for the consideration, uses and purposes therein  
set forth and contained, without any undue influence or  
compulsion of her said husband.

Subscribed and acknowledged before me on this 28<sup>th</sup>  
day of Sept 1907.

{Seal}

C. L. Evans

My Commission expires 3/10/08.

Notary Public

State of Oklahoma } ss.  
County of McClurtain }

I, E. B. Herndon Register of Deeds in and for  
the County and State above named, do hereby  
certify that the foregoing is a true and correct copy of a  
like instrument now on record in my office.

Witness my hand and official seal this  
12<sup>th</sup> day of December 1907.

By Chas J. Townsend, Dep.

E. B. Herndon  
Register of Deeds

Warranty Deed

#145 L.

Butler Know all men by these presents; That J. William  
Butler party of the first part, and William H. Sivert, party  
of the second part Witnesseth;

That the party of the first part for and in considera-  
tion of the sum of One hundred and twenty five  
(\$125.00) Dollars cash in hand paid by the party of



una is sold the same unto the said party of the second part, his heirs and assigns, in fee simple forever. And the said parties of the first part for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the said party of the second part his heirs and assigns that at the delivery hereof said parties are lawfully seized and possessed in absolute and indefeasible estate of inheritance in fee simple in and to said real estate, and that the same is free and clear of all taxes, assessments and incumbrances of any and all kinds whatsoever and that they have a good right to sell and convey the same unto said second party, as aforesaid, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title thereto unto the said second party, heirs and assigns, against the lawful claims and demands of all persons under us or heirs or assigns. And for the consideration aforesaid, the said Mattie J. Whiteman wife of the said W. J. Whiteman does hereby release and relinquish, and quit claims, transfer and convey all her right, claim or possibility of, dower, and homestead in said real estate to the said party of the second part in fee simple forever. In witness whereof the parties of the first part have hereunto set their hands and seals. Witnesses:

W. J. Whiteman {seal }  
Mattie J. Whiteman {seal }

United States of America }  
Indian Territory } ss.  
Central District }

Personally appeared before me C. L. Evans the undersigned authority within and for said District and Territory W. J. Whiteman and Mattie J. Whiteman to me personally well known to be the whose names appear to the foregoing Warranty Deed as parties grantors, and stated and acknowledged to me that they executed the same as their free and voluntary



man  
William  
the  
acknowledged for the consideration, uses and purposes  
therein set forth and contained, and I do so hereby certify. And  
I further certify that Mattie J. Whitman wife of N. J. Whitman  
personally well known to me to be the person grantors  
whose names appears to the foregoing Warranty Deed voluntarily  
appeared before me and in the absence of her said husband she  
declared and acknowledged to me that she had executed said  
Warranty Deed and signed and sealed her relinquishment  
of down and homestead therein of her own free will and  
accord for the consideration, uses and purposes therein  
set forth and contained, without undue influence or  
compulsion of her said husband.

Subscribed and acknowledged before me on this 28<sup>th</sup>  
day of Sept 1907.

Seal 3

C. L. Evans

Notary Public

My Commission expires 3/10/08.

State of Oklahoma } ss.  
County of McIntosh }

I, E. B. Herndon Register of Deeds in and for  
the County and State above named, do hereby  
certify that the foregoing is a true and correct copy of a  
like instrument now on record in my office.

Witness my hand and official seal this  
12<sup>th</sup> day of December 1907.

By  
Chas Townsend Dep

E. B. Herndon  
Register of Deeds

Warranty Deed -

#145 L.

Butler Know all men by these presents; That J. William  
Butler party of the first part, and William W. Swinney  
party of the second part Witnesseth;

That the party of the first part for and in con-  
sideration of the sum of One hundred and twenty five  
(\$125.00) Dollars cash in hand paid by the party of the



100

Form 668(Y) (Rev. December 1985)	Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien Under Internal Revenue Laws</b>
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District OKLAHOMA CITY	Serial Number 74009	For Optional Use by Recording Office <b>344650</b>
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As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer  
**(b) (6)**

Residence  
**(b) (6)**

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
6672	12-31-85	<b>(b) (6)</b>	11/17/86	12/17/92	9,244.38

Place of Filing MCCURTAIN COUNTY COUNTY CLERK	Total \$ 9,244.38
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This notice was prepared and signed at OKLAHOMA CITY, OKLAHOMA, on this, the 21 day of NOV, 1986.

Signature <i>Gary L. Collins</i> GARY L. COLLINS	Title CHIEF, SPECIAL PROCEDURES 2550
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(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-486, 1971 - 2 C.B. 409)

Form 668(Y) (Rev. 12-85)





14 400

(B) (4)

**MORTGAGE OF REAL ESTATE  
WITH POWER OF SALE AND DUE ON SALE CLAUSE**  
(Appraisalment Optional)

KNOW ALL MEN BY THESE PRESENTS: 436681

THAT OKLAHOMA POLE & LUMBER INC, Anthony C. Lee, Chairman and President and Rick Worley, Vice President and Secretary/ Treasurer

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of McCurtain, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 40.40  
and issued receipt No. 322 therefor in  
payment of mortgage tax on the mortgage dated

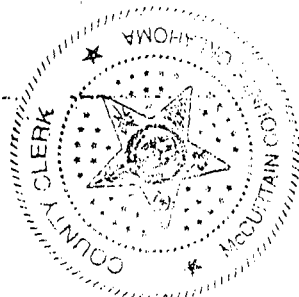
JUN 27 2000

JOANN STRAWN  
County Treasurer McCurtain County  
By Joann Strawn

State of Oklahoma McCurtain Co., SS  
This instrument was filed for record  
10:32 o'clock AM

JUN 27 2000

and duly recorded in book 653 page 686  
KAREN S. CONAWAY, County Clerk  
By Karen S. Conaway Deputy



Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma.

its successors or assigns, of the principal sum of Two Hundred Two Thousand Forty Five and No/100

(202,045.00) ----- DOLLARS

according to the terms and conditions of the promissory note.... made and executed by Mortgagor, to-wit:

Promissory Note dated June 22, 2000 in the principal sum of Two Hundred Two Thousand Forty Five and No/100 Dollars (\$202,045.00) payable in 11 monthly interest from date payments beginning July 22, 2000, and one final interest and principal payment of \$216,048.58 due June 22, 2001.

Is this a sell back to bank ?

686



and for the payment of all extensions, renewals, substitutions and changes in form of said indebtedness (which may be made from time to time and for any term or terms, with or without notice to Mortgagor as well as for the payment and performance by Mortgagor of the obligations and undertakings of Mortgagor set forth herein all of which are secured by the lien hereof.

And for the consideration aforesaid the said Mortgagor does hereby covenant, promise, and agree to and with the said Mortgagee that in case the said Mortgagor shall neglect or fail to pay the indebtedness hereby secured or the premium for insurance, or neglect or fail to pay the taxes or assessments as hereinafter stipulated, or fail to keep said premises in good repair or suffer or permit any waste thereon, then and in that case, it shall be lawful for the said Mortgagee to take possession of said premises, and the said Mortgagor, in such case, does hereby bargain, sell, assign, transfer, and set over unto the said Mortgagee, all the rents and moneys which, until the full payment of the said note and interest thereon and the full and complete performance of all covenants herein contained, shall accrue and be owing for the use and occupation of the said premises and of all the buildings thereon or of any part thereof; and for the purpose aforesaid during the time last aforesaid, the said Mortgagor does hereby nominate, constitute, and appoint the said Mortgagee the said Mortgagor's attorney in fact, irrevocably in the said Mortgagor's name or otherwise to take possession of said premises and buildings and to let and lease the same and to receive, collect, and receipt for all sums due or owing for such use and occupation as the same accrue; and out of the amount so collected, to pay the interest which shall be due and which shall accrue upon the note aforesaid and pay and discharge all taxes, assessments and premiums for insurance upon said premises and the cost of all such repairs upon said buildings and premises as said Mortgagee may deem necessary, so far as the sum so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to the said Mortgagor or assigns, and for its services in so leasing and letting said premises and collecting said rents, the said Mortgagee shall be entitled to receive and shall deduct from said moneys the sum of five per cent of the amount by it collected.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, successors and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the maker or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage or the rights of the Mortgagee, its successors or assigns hereunder nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate, and agree as follows:

First:—To pay the above recited debt and interest thereon when and as the same shall become due whether in due course or under any covenant or stipulation herein contained.

Second:—Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies and in a manner satisfactory to the Mortgagee, its successors or assigns, for their full insurable value, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns, as collateral and additional security for the payment of said debt, interest, and all sums hereby secured, with loss payable clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any endorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured hereby before such damage or such payment over took place.

Third:—To keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth:—To pay before the same shall become delinquent any and all taxes, charges, or assessments, general, local, or special levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises, or any part thereof, or upon the mortgagee's interest therein, or which might become a lien thereon, to whomsoever assessed, including personal taxes.

Fifth:—To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth:—In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or to keep said premises free from judgments, mechanic's liens or other statutory liens or claims of whatsoever character, which might be prior to lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's lien or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of the option to declare the debt due and foreclose this mortgage as herein provided.



Seventh:—It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisal of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

Twelfth:—Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Broken Bow, Oklahoma,

this the 22nd day of June

2000

Oklahoma Pole & Lumber Co

Anthony C. Lee, Chairman & President

Rick Worley, Vice President & Sec/Treasurer

Anthony C. Lee, Individually

Rick Worley, Individually

STATE OF OKLAHOMA

COUNTY OF

ss.

(OKLAHOMA — INDIVIDUAL)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd

June

2000

personally appeared Anthony C. Lee

and Rick Worley

to me known to be the identical person..s..

who executed the within and foregoing instrument, and acknowledged to me that.....they.....executed the same as

.....their.....free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal, the day and year last above written.

My commission expires 6-18-04

Notary Public.



" EXHIBIT A "

TRACT I:

All that part of the North  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning;

AND

TRACT II:

All that part of the West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 19, Thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

TRACT III:

All that part of the West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning;

AND

TRACT IV:

All that part of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70; thence Southwesterly along the South Right-of-Way #70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base And Meridian described as follows: Begin at a point 895.12 feet East of the Southwest Corner of the SW  $\frac{1}{4}$  of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

TRACT V:

All that part of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at the Southwest Corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 17, run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.



**WARRANTY DEED**  
(Statutory Form—Individual)

State of Oklahoma, McCurtain Co., SS.  
This instrument was filed for record

2:00 O'CLOCK P M

KNOW ALL MEN BY THESE PRESENTS:

THAT R. R. Price (A single Man)

SEP 1 1970

and duly recorded in Book 265 Page 88

JAMES W. RAY, County Clerk

By *Marion Price*

part Y of the first part, in consideration of the sum of One and No/100 dollars,

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do ES

hereby grant, bargain, sell and convey unto The Thomason Lumber Company

parties

of the second part, the following described real property and premises situate in McCurtain

County, State of Oklahoma, to-wit:

A parcel of land located in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East, described as follows, beginning at a point 206 feet South and 420 feet East of the Northwest Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , run thence East 420 feet, run thence South 315 feet, run thence West 420 feet, run thence North 315 feet, to the point of beginning.

*JP*  
\$3.30  
9-1-70  
10084037

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part,

their heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatever nature.

Signed and delivered this 1st day of September, 1970

*R R Price*

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA County of McCurtain, SS.

Before me, a Notary Public in and for said County and State, on this 1st day of September, 1970

personally appeared R. R. Price (A single Man)

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that

he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 1-16-72

*O. E. Wallace* Notary Public

300  
436142

WARRANTY DEED

Know All Men By These Present:

That THOMASON LUMBER & TIMBER COMPANY, an Oklahoma Corporation, P. O. Box 278, Broken Bow, OK 74728, County of McCurtain, State of Oklahoma, party of the first part, in consideration of the sum of Ten and No/100--- Dollars and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto OKLAHOMA POLE & LUMBER, INC., Rt. 4, Box 270, Broken Bow, OK 74728 of McCurtain County, State of Oklahoma, parties of the second part, the following described real property and premises situated in McCurtain County, State of Oklahoma, to-wit:

TRACT I:

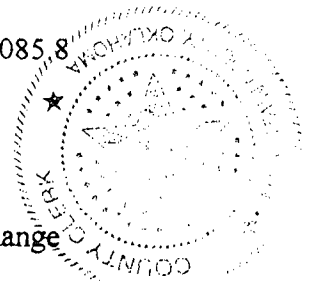
All that part of the North 1/2 of the SW1/4 of the NE1/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW1/4 of the NE1/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

TRACT II:

All that part of the West 1/2 of the NE1/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said West 1/2 of the NE1/4; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW1/4 of the NE1/4 of said Section 19, Thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said West 1/2 of the NE1/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

TRACT III:

All that part of the West 1/2 of the NE1/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said West 1/2 of the NE1/4; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND



State of Oklahoma McCurtain Co., SS  
This instrument was filed for record  
11:10 o'clock AM

JUN 01 2000

Title 68 O.S. ARTICLE 32 SEC 3202.03

and duly recorded in book 652 page 606  
KAREN S. CONAWAY, County Clerk  
By [Signature] Deputy



TRACT IV:

All that part of the SW1/4 of the SW1/4 of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW1/4 of the SW1/4; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70; thence Southwesterly along the South Right-of-Way #70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW1/4 of the SW1/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest Corner of the SW1/4 of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

TRACT V:

All that part of the SW1/4 of the SW1/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at the Southwest Corner of the SW1/4 of the SW1/4 of said Section 17, run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.

together with all the improvements thereon the appurtenances thereunto belonging, and buyer accepts the real property "as is" and without warranty.

Except one certain mortgage made by THOMASON LUMBER & TIMBER COMPANY to AMERICAN STATE BANK, bearing the dates October 30, 1997, to secure the payment of \$100,074.00 on which the sum of \$68,617.29, with interest from the 8th day of March, 2000; December 27, 1995, to secure the payment of \$910,463.56 on which the sum of \$591,000.17, with interest from the 8th day of March, 2000; December 15, 1999, to secure the payment of \$174,597.16 on which the sum of \$178,655.94, with interest from the 8th day of March, 2000 which said mortgages form part of the consideration above named, and which the party of the second part hereby assumes and agrees to pay: it being understood that said assumption is for the benefit of the mortgagor, THOMASON LUMBER & TIMBER COMPANY. This Clause constitutes all of the consideration herein.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, forever, free, clear and discharged of and all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature except mineral reservations,

FROM : DeBerry Wallis

FAX NO. : 5802865188

May. 02 2000 09:22AM P4

easements, rights-of-way of record.

Signed and delivered this 2<sup>d</sup> day of MAY, 2000.

THOMASON LUMBER & TIMBER COMPANY

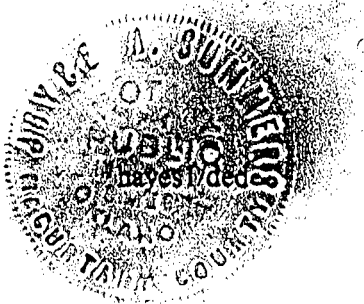
By: Earl J. Hayes Jr.  
PRESIDENT

STATE OF OKLAHOMA,                     )  
  )  
COUNTY OF McCURTAIN,                ) ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of MAY, 2000, by Earl J. Hayes, President, of the THOMASON LUMBER & TIMBER COMPANY, an Oklahoma Corporation, on behalf of the Corporation.

Loyce A. Summers  
NOTARY PUBLIC

My Commission Expires: 8-31-2002  
S E A L





**WARRANTY DEED**

(Statutory Form—Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT Austin Shrouder and Relda Jene Shrouder, his wife

\_\_\_\_\_, parties of the first part, in consideration of the sum of -----Ten Dollars and other good and valuable considerations----- dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Thomason Lumber Company

\_\_\_\_\_, party of the second part, the following described real property and premises situate in McCurtain County, State of Oklahoma, to-wit:

W $\frac{1}{2}$ , NW NE SE of Section Nineteen (19), Township Six (6), Range Twenty-Five (25), containing five (5) acres.

State of Oklahoma, McCurtain Co., S.S.  
This instrument was filed for record  
2:00 O'CLOCK 12 M

JAN 17 1962

and duly recorded in Book 113 Page 234  
JAMES B. RAY, County Clerk  
By \_\_\_\_\_ Deputy

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part Y of the second part, their heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatever nature.

Signed and delivered this 16th day of January, 19 62.

Austin Shrouder  
Relda Jene Shrouder

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma, County of McCurtain, SS.

Before me, a Notary Public in and for said County and State, on this 16th day of January, 19 62, personally appeared Austin Shrouder and Relda Jene Shrouder, his wife

to me known to be the identical person S who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 1-16-64

Opal Wallace  
Notary Public



219971

## RELEASE OF MORTGAGE

(Corporation Form)

In consideration of the payment of the indebtedness thereby secured, the undersigned corporation does hereby release that mortgage made by LOYD HOBSON, AND HIS WIFE  
MINNIE HOBSON

to THOMASON LUMBER COMPANY

and which is recorded in Book 195 of Mortgages, Page 380 of the records in the office of the County Clerk of McCURTAIN County, State of Oklahoma, upon the following described real estate in said County, to-wit:

A part of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East, more particularly described as follows: Begin at the S W corner of SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East; run thence North 144 feet; thence East 246 feet; thence South 144 feet; thence West 246 feet to point of beginning.

State of Oklahoma, McCurtain Co., S.S.  
This instrument was filed for record  
10:15 O'CLOCK A M

MAR 16 1965

and duly recorded in Book 197 Page 388  
JAMES B. RAY, County Clerk  
By Christine G. Ruff Deputy

Signed and delivered this 13TH DAY OF MARCH, 19 65.

Attest:

R. D. Pike  
Secretary.

By

Thomason Lumber Co  
Art F. Thomason  
Vice - President.

STATE OF Oklahoma  
COUNTY OF McCurtain } ss.

On this March 13th, 19 65, before me, the undersigned Notary Public in and for said County and State, personally appeared R. D. Pike and Art F. Thomason, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My commission expires 1-16-68

Notary Public.

AFT&amp;T-G-140 9



## RELEASE OF MORTGAGE

(Corporation Form)

In consideration of the payment of the indebtedness thereby secured, the undersigned corporation does hereby release that mortgage made by \_\_\_\_\_

Lloyd Hobson and Minnie Hobson

to Thomason Lumber Company

and which is recorded in Book 195 of Mortgages, Page 380 of the records in the office of the County Clerk of McCurtain County, State of Oklahoma, upon the following described real estate in said County, to-wit:

SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East.

State of Oklahoma, McCurtain Co., S.S.

This instrument was filed for record  
9:30 O'CLOCK P M

SEP 1 1965

and duly recorded in Book 201 Page 335

JAMES B. RAY, County Clerk

By Deputy

Signed and delivered this August 30, 1965.

Attest:

*R. W. Pike*

Secretary.

By

*Thomason Lbr Co.*  
*Art F. Thomason*  
President.

STATE OF Oklahoma

COUNTY OF McCurtain

ss.

On this August 30th, 1965, before me, the undersigned Notary Public in and for said County and State, personally appeared ~~Art F. Pike and~~ Art F. Thomason to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its ~~their~~ President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

*Opel Wallace*

Notary Public.

My commission expires 1-16-68

AFT&T-G-140 9

JOINT TENANCY  
WARRANTY DEED

(Corporation Form)

332367

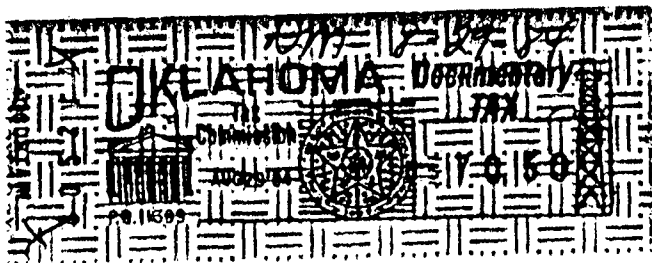
KNOW ALL MEN BY THESE PRESENTS:

That THOMASON LUMBER COMPANY, also known as THOMASON LUMBER COMPANY, INC.,

Ten and no/100 \*\*\*\*\* dollars  
in consideration of Ten and no/100 \*\*\*\*\* dollars  
and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell  
and convey unto THOMASON LUMBER AND TIMBER COMPANY,

as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in event  
of the death of either, parties of the second part, the following described real property and premises situate in  
McCurtain County, State of Oklahoma, to-wit:

That real property described in Exhibit "A", attached hereto  
and made a part hereof by reference,



State of Oklahoma, McCurtain Co., SS  
This Instrument was filed for record

10:37 O'CLOCK Am

AUG 29 1984

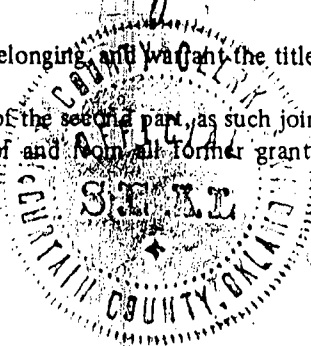
and duly recorded in Book 456 Page 843

DIXIE MAY, County Clerk

By Larins Pryor Deputy

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to  
the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes,  
judgments, mortgages and other liens and incumbrances of whatsoever nature.



Signed and delivered this 27 day of August, 19 84

THOMASON LUMBER COMPANY a/k/a THOMASON  
LUMBER COMPANY, INC.

Secretary

By

President

CORPORATION ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF McCurtain, SS:

On this 27 day of August, A.D. 19 84, before me, the undersigned, a Notary

Public in and for the County and State aforesaid, personally appeared ART THOMASON + Richard Thomason

to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instruments as its

President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and

voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 06-13-88

Bob Burke 843  
Notary Public



E X H I B I T " A "

TRACT I

All that part of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest corner of the SW 1/4 of the NE 1/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning.

TRACT II

All that part of the W 1/2 of the NE 1/4 of Section 19, Township 6 South, Range 25 East of Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 842.2 feet South of the NW Corner of said W 1/2 of the NE 1/4; thence running South a distance of 684 feet to a point 206 feet South of the North Boundary line of the SW 1/4 of the NE 1/4 of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet; to the East boundary line of said W 1/2 of the NE 1/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning.

TRACT III

All that part of the W 1/2 of the NE 1/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 1042.8 feet South of the NW Corner of said W 1/2 of the NE 1/4; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning.

5.00/

②

✓

**MORTGAGE OF REAL ESTATE  
WITH POWER OF SALE AND DUE ON SALE CLAUSE**  
(Appraisement Optional)

KNOW ALL MEN BY THESE PRESENTS: - 403266

THAT Thomason Lumber and Timber Company, a corporation,

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of \_\_\_\_\_ McCurtain \_\_\_\_\_, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 31.00  
and issued receipt No. 1142 therefor in  
payment of mortgage tax on the mortgage dated

MAR 08 1996

KENNETH HUGHES  
County Treasurer McCurtain County.  
By Thomason

State of Oklahoma McCurtain Co., SS  
This instrument was filed for record  
\_\_\_\_\_ o'clock \_\_\_\_\_ AM

MAR 11 1996

and duly recorded in book 582 page 533  
KAREN S. CONAWAY, County Clerk  
by Handwritten Deputy



Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma,

its successors or assigns, of the principal sum of Eighty Thousand Twenty Five and No/100

(80,025.00) ----- DOLLARS

according to the terms and conditions of the promissory note, made and executed by Mortgagor, to-wit:

Promissory Note dated February 28, 1996 in the principal sum of Eighty Thousand Twenty Five and No/100 Dollars (\$80,025.00), plus interest from date, due and payable March 29, 1996.

533



Seventh:—It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisement of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

Twelfth:—Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Broken Bow, Oklahoma.

this the 28th day of February, 19 96

THOMASON LUMBER AND TIMBER COMPANY

By: Earl J. Hayes  
Earl J. Hayes, President

STATE OF OKLAHOMA  
COUNTY OF

} ss

(OKLAHOMA — INDIVIDUAL)

Before me, the undersigned, a Notary Public in and for said County and State, on this day of

, 19 , personally appeared

and to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that executed the same as

free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal, the day and year last above written.

My commission expires

Notary Public.

535

STATE OF OKLAHOMA

COUNTY OF McCurtain

} ss.

(OKLAHOMA — CORPORATE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 28th day of

February, 1996, personally appeared Earl J. Hayes

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act

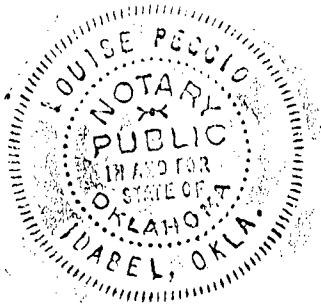
and deed of such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires:

September 15, 1999

Louise Peccio  
Notary Public



**Real Estate Mortgage**

FROM

TO

AMERICAN STATE BANK  
Broken Bow, Oklahoma

Return to

AMERICAN STATE BANK  
Broken Bow, Oklahoma



## EXHIBIT "A"

### TRACT I:

All that part of the N/2 of the SW/4 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW/4 of the NE/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

### TRACT II:

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW/4 of the NE/4 of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W/2 of the NE/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

### TRACT III:

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W/2 of the NE/4, thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning, AND

### TRACT IV:

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW/4 of the SW/4; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest corner of the SW/4 of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

### TRACT V:

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at the Southwest Corner of the SW/4 of the SW/4 of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.

537

500

2

**MORTGAGE OF REAL ESTATE  
WITH POWER OF SALE AND DUE ON SALE CLAUSE**

(Appraisalment Optional)

KNOW ALL MEN BY THESE PRESENTS:

415751

THAT Thomason Lumber and Timber Company, A Corporation

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

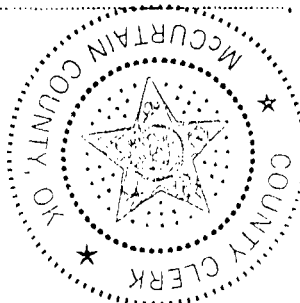
hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of McCurtain, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A-1"

TREASURER'S ENDORSEMENT  
I hereby certify that I Received 43.00  
and issued receipt No. 4024 therefor in  
payment of mortgage tax on the mortgage dated

NOV 03 1997

JOANN STRAWN  
County Treasurer McCurtain County  
By Meres



State of Oklahoma McCurtain Co., SS  
This instrument was filed for record  
12:50 o'clock PM

NOV 03 1997

and duly recorded in book 607 page 813  
KAREN S. CONAWAY, County Clerk  
by Harlan Deput

Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma,

its successors or assigns, of the principal sum of One Hundred Thousand Forty-Nine and 00/100

(\$100,049.00)-----DOLLARS

according to the terms and conditions of the promissory note.... made and executed by Mortgagor, to-wit:

Promissory Note dated October 30, 1997 in the principal sum of One Hundred Thousand Forty-Nine and 00/100 Dollars (\$100,049.00), payable in 36 monthly payments of \$3,182.32, interest and principal, beginning November 29, 1997, with final payment being due on October 29, 2000.

813

Seventh:—It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisal of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

Twelfth:—Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Broken Bow, Oklahoma.

this the 30th day of October, 1997.

THOMASON LUMBER AND TIMBER COMPANY

BY: 

Earl J. Hayes, President

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

} ss.

(OKLAHOMA — INDIVIDUAL)

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_

who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as

\_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal, the day and year last above written.

Notary Public.

My commission expires \_\_\_\_\_

8/5



STATE OF OKLAHOMA  
COUNTY OF MCCURTAIN

SS.

(OKLAHOMA — CORPORATE)

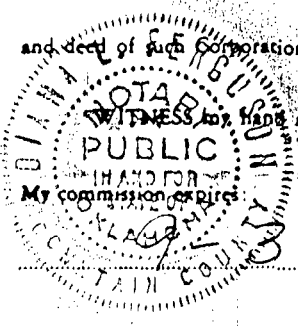
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 30th day of October, 1997, personally appeared Earl J. Hayes

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act

and deed of such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



Diana L. Ferguson  
Notary Public

Real Estate Mortgage

FROM

TO

AMERICAN STATE BANK  
Broken Bow, Oklahoma

Return to

AMERICAN STATE BANK  
Broken Bow, Oklahoma

**EXHIBIT "A" -1**

**TRACT I:**

All that part of the N/2 of the SW/4 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW/4 of the NE/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

**TRACT II:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW/4 of the NE/4 of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W/2 of the NE/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

**TRACT III:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND

**TRACT IV:**

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW/4 of the SW/4; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest corner of the SW/4 of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

**TRACT V:**

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at the Southwest Corner of the SW/4 of the SW/4 of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.

817

500/

**MORTGAGE ON REAL ESTATE**  
**WITH POWER OF SALE AND DUE ON SALE CLAUSE**  
(Appraisement Optional)

KNOW ALL MEN BY THESE PRESENTS: **388186**

**THAT** THOMASON LUMBER AND TIMBER COMPANY, a Corporation,

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of \_\_\_\_\_, McCurtain, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A".

State of Oklahoma, McCurtain Co., SS  
This instrument was filed for record  
on 8:11 O'CLOCK AM

FEB 4 1994  
and duly recorded in book 55K page 895  
KAREN S. BRYAN, County Clerk  
By [Signature] Deputy

**TREASURER'S ENDORSEMENT**  
I hereby certify that I Received \$ 500.00  
and issued receipt No. 116811 therefor in  
payment of mortgage tax on the mortgage dated

FEB 04 1994

KENNETH HUGHES  
County Treasurer McCurtain County  
By [Signature]

Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma,

its successors or assigns, of the principal sum of Five Hundred Thousand Thirty Five and No/100

(\$500,035.00) \_\_\_\_\_ DOLLARS

according to the terms and conditions of the promissory note made and executed by Mortgagor, to-wit:

Promissory Note dated January 27, 1994 in the principal sum of Five Hundred Thousand Thirty Five and No/100 Dollars (\$500,035.00), payable in 60 monthly payments of \$10,045.98, interest and principal, beginning March 1, 1994, with final payment being due on February 1, 1999.

895



STATE OF OKLAHOMA  
COUNTY OF McCurtain } SS.

(OKLAHOMA — CORPORATE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 27th day of January, 1994, personally appeared Earl J. Hayes

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires

September 15, 1995

Louise Peccio  
Notary Public



898

**Real Estate Mortgage**

**FROM**

**TO**

AMERICAN STATE BANK  
Broken Bow, Oklahoma

**Return to**

AMERICAN STATE BANK  
Broken Bow, Oklahoma

EXHIBIT "A"

TRACT I: All that part of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

TRACT II: All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

TRACT III: All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND

TRACT IV: All that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East, described as follows:

Begin at a point 420 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U. S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest corner of the SW $\frac{1}{4}$  of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

TRACT V: All that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Begin at the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.

16 5.00

①

**MORTGAGE OF REAL ESTATE  
WITH POWER OF SALE AND DUE ON SALE CLAUSE**

(Appraisement Optional)

KNOW ALL MEN BY THESE PRESENTS:

401922

THAT THOMASON LUMBER AND TIMBER COMPANY, A Corporation

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

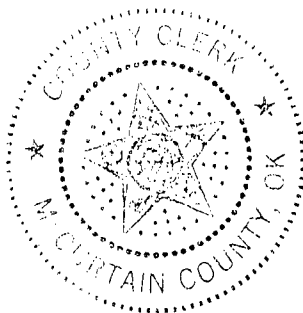
hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of \_\_\_\_\_, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A-1"

TREASURER'S ENDORSEMENT  
I hereby certify that I Received \$ 914.50  
and issued receipt No. 900 therefor in  
payment of mortgage tax on the mortgage dated

JAN 09 1996

KENNETH HUGHES  
County Treasurer McCurtain County  
By Amge



State of Oklahoma, McCurtain County, OK  
This instrument was filed for record  
12:12 O'CLOCK PM  
JAN 09 1996  
and duly received in town 580 pay 120  
KARENS CONAWAY, County Clerk  
By Don Deputy

Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma,

its successors or assigns, of the principal sum of...Nine..Hundred..Nine..Thousand..Four..Hundred..Sixty.....

Three and 56/100 (\$909,463.56)-----DOLLARS

according to the terms and conditions of the promissory note.... made and executed by Mortgagor, to-wit:

Promissory Note dated December 27, 1995 in the principal sum of Nine Hundred Nine Thousand Four Hundred Sixty Three and 56/100 Dollars (\$909,463.56), payable in 120 monthly payments of \$12,051.89, interest and principal, beginning February 1, 1996, with final payment being due on January 1, 2006.

120



and for the payment of all extensions, renewals, substitutions and changes in form of said indebtedness (which may be made from time to time and for any term or terms, with or without notice to Mortgagor as well as for the payment and performance by Mortgagor of the obligations and undertakings of Mortgagor set forth herein all of which are secured by the lien hereof.

And for the consideration aforesaid the said Mortgagor does hereby covenant, promise, and agree to and with the said Mortgagee that in case the said Mortgagor shall neglect or fail to pay the indebtedness hereby secured or the premium for insurance, or neglect or fail to pay the taxes or assessments as hereinafter stipulated, or fail to keep said premises in good repair or suffer or permit any waste thereon, then and in that case, it shall be lawful for the said Mortgagee to take possession of said premises, and the said Mortgagor, in such case, does hereby bargain, sell, assign, transfer, and set over unto the said Mortgagee, all the rents and moneys which, until the full payment of the said note and interest thereon and the full and complete performance of all covenants herein contained, shall accrue and be owing for the use and occupation of the said premises and of all the buildings thereon or of anypart thereof; and for the purpose aforesaid during the time last aforesaid, the said Mortgagor does hereby nominate, constitute, and appoint the said Mortgagee the said Mortgagor's attorney in fact, irrevocably in the said Mortgagor's name or otherwise to take possession of said premises and buildings and to let and lease the same and to receive, collect, and receipt for all sums due or owing for such use and occupation as the same accrue; and out of the amount so collected, to pay the interest which shall be due and which shall accrue upon the note aforesaid and pay and discharge all taxes, assessments and premiums for insurance upon said premises and the cost of all such repairs upon said buildings and premises as said Mortgagee may deem necessary, so far as the sum so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to the said Mortgagor or assigns, and for its services in so leasing and letting said premises and collecting said rents, the said Mortgagee shall be entitled to receive and shall deduct from said moneys the sum of five per cent of the amount by it collected.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, successors and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the maker or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage or the rights of the Mortgagee, its successors or assigns hereunder nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate, and agree as follows:

First:—To pay the above recited debt and interest thereon when and as the same shall become due whether in due course or under any covenant or stipulation herein contained.

Second:—Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies and in a manner satisfactory to the Mortgagee, its successors or assigns, for their full insurable value, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns, as collateral and additional security for the payment of said debt, interest, and all sums hereby secured, with loss payable clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any endorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured hereby before such damage or such payment over took place.

Third:—To keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth:—To pay before the same shall become delinquent any and all taxes, charges, or assessments, general, local, or special levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises, or any part thereof, or upon the mortgagee's interest therein, or which might become a lien thereon, to whomsoever assessed, including personal taxes.

Fifth:—To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth:—In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or to keep said premises free from judgments, mechanic's liens or other statutory liens or claims of whatsoever character, which might be prior to lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's lien or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of the option to declare the debt due and foreclose this mortgage as herein provided.

Seventh:—It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisal of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

Twelfth:—Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Broken Bow, Oklahoma,

At this the 27th day of December, 1995.

THOMASON LUMBER AND TIMBER COMPANY

By:

Earl J. Hayes, President

Linda Hayes, Secretary

STATE OF OKLAHOMA

COUNTY OF

SS.

(OKLAHOMA — INDIVIDUAL)

Before me, the undersigned, a Notary Public in and for said County and State, on this day of

, 1995, personally appeared

and to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that executed the same as

free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal, the day and year last above written.

Notary Public.

My commission expires

122



STATE OF OKLAHOMA

COUNTY OF McCurtain

} SS.

(OKLAHOMA — CORPORATE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 27th day of

December, 1995, personally appeared Earl J. Hayes,

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act

and deed of such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires:

5/17/97

Ann Cogan  
Notary Public



Real Estate Mortgage

FROM

TO

AMERICAN STATE BANK  
Broken Bow, Oklahoma

Return to

AMERICAN STATE BANK  
Broken Bow, Oklahoma

**EXHIBIT "A" -1****TRACT I:**

All that part of the N/2 of the SW/4 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW/4 of the NE/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet, thence North 315 feet to the point of beginning; AND

**TRACT II:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW/4 of the NE/4 of said Section 19; thence East a distance of 605.8 feet, thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W/2 of the NE/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

**TRACT III:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND

**TRACT IV:**

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW/4 of the SW/4; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, LESS AND EXCEPT all that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest corner of the SW/4 of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

**TRACT V:**

All that part of the SW/4 of the SW/4 of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at the Southwest Corner of the SW/4 of the SW/4 of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.

355.00  
6.00

200

# REAL ESTATE MORTGAGE

(Corporation)

332103

State of Oklahoma, Notary Public, SS  
This Instrument was filed for record

2:50 O'CLOCK PM

AUG 30 1984

KNOW ALL MEN BY THESE PRESENTS:

That Thomason Lumber and Timber Company

and duly recorded in Book 2, Page 459, 56

DIXIE MAY, COUNTY CLERK

By Harold S. Brown Deputy

hereinafter called Mortgagor, whether one or more, has mortgaged,  
and hereby mortgages, to First State Bank of Idabel, an Oklahoma Banking Corp.

hereinafter called Mortgagee, whether one or more, the following described real estate and premises, situate in  
McCurtain County, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

In the event all or any part of the above described Real Estate or any interest there in is sold or transferred by Mortgagor: his heirs, or assigns without prior written consent of Mortgagee, Mortgagee may at its option declare all sums secured by this mortgage to be immediately due and payable.

TREASURER'S ENDORSEMENT  
I hereby certify that I Received \$ 355.00  
on August 27, 1984, for the payment of mortgage tax on the mortgage dated

AUG 30 1984

KENNETH HUGHES

County Treasurer, McCurtain County

TREASURER'S ENDORSEMENT

I certify that I Received \$ 355.00

on This Mortgage and

Issued Receipt No. 2197

LAWRENCE MASSENGALE

County Treasurer of Choctaw County

By Barbara Chapman Deputy  
8-29-84

with all the improvements thereon and appurtenances thereunto belonging; and warrant the title to the same.

Three hundred fifty-five thousand dollars and no/100 (\$355,000.00)

This mortgage is given to secure the payment of the principal sum of \_\_\_\_\_  
dollars, and interest thereon, according to the terms of certain promissory note or notes of even date herewith, signed by the mortgagor,  
the final payment thereon being due 8-25-91

The mortgagor further agrees to maintain insurance acceptable to, and for the benefit of, the mortgagee, upon the buildings on said premises in an amount not less than the indebtedness due the mortgagee. The mortgagor further agrees to pay all taxes and assessments upon said premises before the same become delinquent, and to keep the premises free of any liens or claims which might become prior to the lien hereof. In event of the failure of the mortgagor so to do, the mortgagee may effect insurance or pay such taxes, assessments or other liens, and shall have a lien secured hereby for the amount thereof with interest thereon at the rate of ten per cent, per annum.

In event the mortgagor defaults in the payment of said indebtedness, or fails to perform the other covenants and agreements hereof, the mortgagee may foreclose this mortgage, as provided by law; and as often as any proceedings may be taken to foreclose this mortgage, the mortgagor agrees to pay the mortgagee a sum equal to ten per cent of the amount due as attorney's fee, in addition to other sums due, which shall be a further lien secured hereby. Upon the due payment of said indebtedness and the performance of other covenants and agreements hereof by the mortgagor, this mortgage shall become null and void.

The mortgagor, in event of a foreclosure hereunder, hereby waives appraisalment of said premises, or not, at the option of the mortgagee to be declared when the petition to foreclose is filed.

Signed and delivered this 27th day of August, 1984.

Attest:

THOMASON LUMBER AND TIMBER COMPANY

By

Earl J. Hayes

Secretary

EARL J. HAYES

President

CORPORATION ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF Oklahoma County of McCurtain, ss:

On this 27th day of August, A. D. 1984, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Earl J. Hayes  
to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 2-8-86

Cathy Roach 56  
Notary Public



EXHIBIT "A"

TRACT I:

All that part of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning.

TRACT II:

All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of I.B.M., described as follows:

Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 684 feet to a point 206 feet South of the North Boundary line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet; to the East boundary line of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning.

TRACT III:

All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the I.B.M., described as follows:

Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning.

TRACT IV:

All that part of SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence East 715.12 feet; thence North 1098.45 feet to South right of way line of present U.S. Highway No. 70<sup>a</sup> a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, less and except all that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at a point 895.12 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155; thence South 150 feet to the point of beginning.

TRACT V:

All that part of the Southwest Quarter of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning. LESS AND EXCEPT one acre described as beginning at the Southwest Corner of said tract; run thence North 420 feet; thence East 210 feet for a point of beginning; run thence North 210 feet; run thence East 210 feet; run thence South 210 feet; run thence West 210 feet to the point of beginning, said property being in the name of ART F. THOMASON, and less and except one acre described as beginning 210 feet East of the Southwest Corner of said tract; run thence North 210 feet; run thence East 210 feet; run thence South 210 feet; run thence West 210 feet to the point of beginning, said property being in the name of CORA JAMERSON and JOE JAMERSON.

Signed for identification purposes this 27th day of August, 1984.

THOMASON LUMBER AND TIMBER COMPANY  
*Earl J. Hayes* 57  
EARL J. HAYES



1902

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Bertha Shrowder, a widow, Chester E. Shrowder, joined by his wife, Mary Shrowder, Albert E. Shrowder, joined by his wife, Mae Shrowder, George B. Shrowder, joined by his wife, Lea Shrowder, and Mary E. Shrowder, a single person, parties of the first part in consideration of the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto AUSTIN D. SHROWDER the following described real property and premises, situated in McCurtain County, State of Oklahoma, to-wit:

The West Half (W/2) of the Northwest Quarter (NW/4) of the Northeast quarter (NE/4) of the Southeast Quarter (SE/4) of Section Nineteen (19), Township Six (6) South, Range Twenty Five (25) East, containing Five (5) Acres, more or less, according to the government survey thereof,

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 24 day of March, 1951.

Bertha Shrowder

Chester E. Shrowder

Mary E. Shrowder

Lea Shrowder

George B. Shrowder

Albert E. Shrowder

Mary E. Shrowder

Mary E. Shrowder



STATE OF OKLAHOMA, McCURTAIN COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of March, 1951, personally appeared Bertha Shrowder, a widow, and Chester E. Shrowder, joined by his wife, Mary Shrowder, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

J. A. Stoudridge  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

12-29-53

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 13 day of April, 1951, personally appeared Albert E. Shrowder, joined by his wife, Mae Shrowder, and George B. Shrowder, joined by his wife, Lea Shrowder, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires Feb. 18, 1953

State of Oklahoma, McCurtain Co., S.  
this instrument was filed for record  
10:30 O'CLOCK 17 M.

MAR 6 1956

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of April, 1951, personally appeared Mary E. Shrowder, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

Charles Starkey  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires April 15, 1954

and duly recorded in Book 136 Page 127  
JAMES B. RAY, COUNTY CLERK,  
Deputy



471297

**PARTIAL  
RELEASE OF JUDGMENT LIEN BY JUDGMENT CREDITOR**

       GENERAL RELEASE (Check one)   X   PARTIAL RELEASE

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, ss.: CJ-2003-02890  
B. Jack Smith, OBA# 8317, of lawful age, first being duly sworn, states:

1. On the 1st day of August, 2003, a statement of Judgment was filed with the county clerk of Tulsa County, Oklahoma describing (a) money judgment(s) granted in case no. CJ-2003-02890 in the District Court of Tulsa County, Oklahoma, styled:

WOOD PROTECTION PRODUCTS, INC., Plaintiff vs. OKLAHOMA POLE & LUMBER, INC. and RICK WORLEY, an individual, Defendants.

2. The Statement of Judgment was filed by McCurtain County Clerk under lien number 459829, Book 706, Page 626.

3. The Judgment line(s) created by the filing of said Statement of Judgment are hereby released to the extent shown below (check one of the following):

       a. All judgment(s) described in the Statement of Judgment have been FULLY satisfied and all lien(s) of said judgments are hereby released; or

       b. the lien(s) of the following judgment(s) described in the Statement of Judgment are hereby released only as to the judgment debtor(s) named below:

AGAINST JUDGMENT DEBTOR: OKLAHOMA POLE & LUMBER, INC. and RICK WORLEY, an individual

JUDGMENT CREDITOR: WOOD PROTECTION PRODUCTS, INC.

AMOUNT: JUDGMENT COST & ATTORNEY FEES \$31,854.28

  X   c. The lien(s) of the judgment(s) described in the Statement of Judgment are hereby released only as to the following real estate (state legal description):

Situated in McCurtain County, State of Oklahoma, to wit:

**TRACT IV:**

All that part of the SW ¼ of the SW ¼ of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW ¼ of the SW ¼; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U.S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning;

**LESS AND EXCEPT**

All that part of the SW ¼ of the SW ¼ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest Corner of the SW ¼ of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155; thence South 150 feet to the point of beginning;

**AND**

**TRACT V:**

All that part of the SW ¼ of the SW ¼ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at the Southwest Corner of the SW ¼ of the SW ¼ of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning;

**LESS AND EXCEPT**

That part of the SW ¼ of the SW ¼ of the SW ¼ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Beginning at the Southwest Corner of said Section 17; thence North 89°39'20" East along the South line of said Section 17, 480.00 feet; thence North 00°00'11" West 180.00 feet; thence North 47°01'44" West 174.92 feet; thence South 89°39'20" West 352.00 feet to the West line of said Section 17; thence South 00°00'00" West along the West line of said Section 17 300.00 feet to the point of beginning, containing 3.13 acres, more or less, subject to all recorded easements, restrictions or reservations;

4. The county clerk shall enter on the judgment index a notation of such full or partial release of lien in each index entry created on the basis of the information contained in the Statement of Judgment which is affected by this Release, in compliance with 12 O.S.A. 706.

409

SHAPIRO, MARIANOS & CEJDA, L.L.P.

BY:

*Teresa W. Marianos*  
Kirk J. Cejda #12241

Michael K. Templeton #10143

Teresa W. Marianos #11584

Harley L. Abrahamsen #19736

770 N.E. 63rd Street

Oklahoma City, OK 73105

(405) 848-1819

Attorneys for Plaintiff

STATE OF OKLAHOMA )

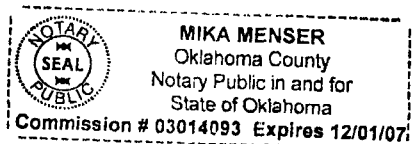
COUNTY OF OKLAHOMA )

Subscribed and sworn to before me on

*January 31, 2005*  
*MIKA MENSER*  
Notary Public

*12/1/07*

My Commission Expires



04-36674

406

DISTRICT COURT  
**FILED**

JAN 8 1 2005

471295

A-McCURTAIN

RELEASE AND SATISFACTION OF JUDGMENT

SALLY ROWE SMITH, COURT CLERK  
STATE OF OKLAHOMA COUNTY

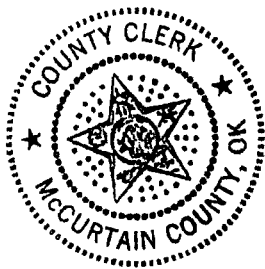
STATE OF OKLAHOMA ) IN THE DISTRICT COURT OF TULSA COUNTY,  
COUNTY OF TULSA ) ss. STATE OF OKLAHOMA

WEYERHAEUSER COMPANY, ) CJ-2004-0415E  
)  
)  
Plaintiff, )  
)  
vs. ) OKLAHOMA POLE & LUMBER,  
INC. )  
OKLAHOMA POLE & LUMBER, INC., ) Judgment Debtor(s)  
)  
Defendant(s). )

Satisfaction is hereby acknowledged by the Judgment Creditor in the above styled and numbered action. The Judgment Creditor acknowledges receipt of payment of the same and hereby orders, authorizes and directs the clerk of this court to file this release and satisfaction of judgment rendered on the 16th day of August, 2004, in the amount of \$33,372.35, plus costs and attorney's fees. Judgment released in full for OKLAHOMA POLE & LUMBER, INC..

Dated January 31, 2005.

WORKS & LENTZ, INC.



State of Oklahoma McCurtain Co., ss  
This instrument was filed for record  
10:40 o'clock Am

FEB 02 2005

and duly recorded in book 735 page 407  
KAREN S. CONAWAY, County Clerk

By Melinda Fey Deputy

FSB Label /BB

By Fred A. Pottorf, OBA# 7248  
Mark W. Dixon, OBA# 2378  
Dan M. Webb, OBA# 11003  
B. Jack Smith, OBA# 2317  
Susan Lentz, OBA# 18760  
1437 South Boulder, Suite 900  
Tulsa, OK 74119  
(918) 582-3191

Attorneys for Plaintiff

15338  
40861

407



471296

40861 15338

FULL OR PARTIAL  
RELEASE OF JUDGMENT LIEN(S) BY JUDGMENT CREDITOR

GENERAL RELEASE

(Check one)

PARTIAL RELEASE

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.: CJ-2004-04156

B. Jack Smith, OBA# 8317, of lawful age, first being duly sworn, states:

1. On the 18 day of August, 2004, a statement of Judgment was filed with the county clerk of \_\_\_\_\_ County, Oklahoma describing (a) money judgment(s) granted in case no. CJ-04-04156 in the District Court of TULSA County, Oklahoma, styled:

WEYERHAEUSER COMPANY, vs. OKLAHOMA POLE & LUMBER, INC.,

2. The Statement of Judgment was filed by McCurain County Clerk under lien number 468066, Book 726, Page 1023.

3. The Judgment lien(s) created by the filing of said Statement of Judgment are hereby released to the extent shown below (check one of the following):

☒ a. All judgment(s) described in the Statement of Judgment have been FULLY satisfied and all lien(s) of said judgments are hereby released; or

☐ b. The lien(s) of the following judgment(s) described in the Statement of Judgment are hereby released only as to the judgment debtor(s) named below:

AGAINST JUDGMENT DEBTOR: OKLAHOMA POLE & LUMBER, INC.

FEB 02 2005

JUDGMENT CREDITOR: WEYERHAEUSER COMPANY,

AMOUNT: JUDGMENT COST & ATTORNEY FEES \$35,626.35

and duly recorded in book 735 page 402  
KAREN S CONAWAY, County Clerk  
By [Signature] Deputy

☐ c. The lien(s) of the judgment(s) described in the Statement of Judgment are hereby released only as to the following real estate (state legal description):

4. The county clerk shall enter on the judgment index a notation of such full or partial release of lien in each index entry created on the basis of the information contained in the Statement of Judgment which is affected by this Release, in compliance with 12 O.S.A. 706.

5. The name and address of the judgment creditor on whose behalf this Release of Judgment Lien is made are:

WEYERHAEUSER COMPANY,  
C/O WORKS & LENTZ, INC.  
1437 S Boulder Suite 900  
Tulsa Oklahoma 74119

6. If this Release of Judgment Lien is made by the attorney for the judgment creditor or by a representative of a judgment creditor which is not an individual, the name, title and address, and bar number if applicable, of such attorney or representative are:

WORKS & LENTZ, INC.  
Attorney for Plaintiff  
1437 S Boulder Suite 900  
Tulsa Oklahoma 74119

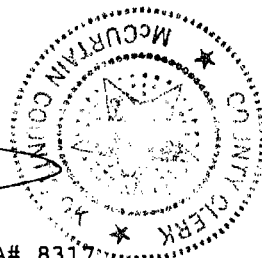
Further your affiant sayeth not.

Signed and sworn to before me on 1/31/05 by B. Jack Smith, OBA# 8317

My Commission expires  
**TAMMIE TARMAN**  
TULSA COUNTY  
Notary Public in and for  
State of Oklahoma  
Commission # 00012287  
Expires: July 28, 2008

Tammie Tarmen  
Notarial Officer (Seal)

408



PLEASE RETURN TO:  
SHAPIRO, MARIANOS & CEJDA, L.L.P.  
770 N.E. 63rd Street  
Oklahoma City, OK 73105  
(405) 848-1819

471294

WASHINGTON MUTUAL BANK, FA,

Plaintiff,

v.

MARK STIERS AND SPOUSE, IF ANY;  
1ST BANK & TRUST

Defendant(s).

Case No.

CJ-05-29

### NOTICE OF PENDING ACTION

WASHINGTON MUTUAL BANK, FA, plaintiff herein, hereby gives notice that it filed an action to foreclose that certain mortgage filed on April 12, 1999, in book 633, page 271, in the records of the county clerk of said county and state, covering the following-described real estate, to-wit:

THE NORTH 433 FEET OF THE EAST 1207 FEET OF THE NE1/4 OF  
THE SE1/4 OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 24 EAST  
OF THE INDIAN BASE AND MERIDIAN, MCCURTAIN COUNTY,  
OKLAHOMA;

PROPERTY ADDRESS: ROUTE 2 BOX 889, BROKEN BOW, OK  
74728

and that the action was filed in the district court of McCurtain County.



State of Oklahoma McCurtain Co., OK  
This instrument was filed for record  
10:35 o'clock AM

FEB 02 2005

and duly recorded in book 735 page 405  
KAREN S CONAWAY, County Clerk  
By Blenda Ferguson Deputy

405

SHAPIRO, MARIANOS & CEJDA, L.L.P.

BY: *Teresa W. Marianos*

Kirk J. Cejda #12241

Michael K. Templeton #10143

Teresa W. Marianos #11584

Harley L. Abrahamsen #19736

770 N.E. 63rd Street

Oklahoma City, OK 73105

(405) 848-1819

Attorneys for Plaintiff

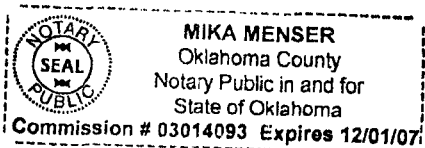
STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

Subscribed and sworn to before me on

*January 31, 2005*  
*MIKA MENSER*  
Notary Public

*12/1/07*  
My Commission Expires



04-36674

406



5. The name and address of the judgment creditor on whose behalf this Release of Judgment Lien is made are:

WOOD PROTECTION PRODUCTS, INC.  
c/o WORKS & LENTZ, INC.  
1437 S Boulder, STE 900  
Tulsa OK 74119

6. If this Release of Judgment Lien is made by the attorney for the judgment creditor or by a representative of a judgment creditor which is not an individual, the name, title and address, and bar number of applicable, of such attorney or representative are:

B. Jack Smith, OBA #8317  
WORKS LENTZ, INC.  
Attorney for Plaintiff  
1437 S. Boulder STE 900  
Tulsa OK 74119

Further your affiant sayeth not.

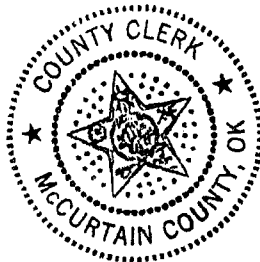
Signed and sworn to before me on January 27, 2005 by B. Jack Smith, OBA# 8317

Irene Platten  
Notarial Officer (Seal)

My Commission expires:  
Commission No.

#C014802

Irene Platten  
Wagoner County  
Notary Public in and for  
State of Oklahoma  
#03005343  
My Commission Expires 04/20/2007



State of Oklahoma McCurtain Co., SS  
This instrument was filed for record

10:46 o'clock Am

FEB 02 2005

and duly recorded in book 735 page 407  
KAREN S. CONAWAY, County Clerk

By Kalinda Fry Deputy

12/5  
471298

## WARRANTY DEED

### KNOWN ALL MEN BY THESE PRESENTS:

That, **OKLAHOMA POLE AND LUMBER, Inc.**, P. O. Box 1190, Broken Bow 74728, County of McCurtain, State of Oklahoma, parties of the first part, in consideration of the sum of Ten and No/100— (\$10.00)---DOLLARS and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto **AMERICAN STATE BANK, An Oklahoma Banking Corporation**, P. O. Box 280, Broken Bow, 74728, party of the second part, the following described real property and premises situated in McCurtain County, State of Oklahoma, to-wit:

This space reserved for filing stamp

State of Oklahoma McCurtain Co., SS  
This instrument was filed for record

10:47 o'clock AM

FEB 02 2005

and duly recorded in book B5 page 411  
KAREN S CONAWAY, County Clerk

By Melinda J. J. Deput

### TRACT IV:

All that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East, described as follows:

Begin at a point 420 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U. S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning;

### LESS AND EXCEPT

All that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows:

Begin at a point 895.12 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning;

### AND

### TRACT V:

All that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows:

Begin at the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning;



**LESS AND EXCEPT:**

That part of the SW¼ of the SW¼ of the SW¼ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows:

Beginning at the Southwest Corner of said Section 17; thence North 89°39'20" East along the South line of said Section 17, 480.00 feet; thence North 00°00'11" West 180.00 feet; thence North 47°01'44" West 174.92 feet; thence South 89°39'20" West 352.00 feet to the West line of said Section 17; thence South 00°00'00" West along the West line of said Section 17 300.00 feet to the point of beginning, containing 3.13 acres, more or less, subject to all recorded easements, restrictions or reservations;

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

**TO HAVE AND TO HOLD** said described premises unto the said party of the second part, the heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature except mineral reservations, easements and rights-of-way of record.

Signed and delivered this 31st day of January, 2005.

Attest:

**OKLAHOMA POLE AND  
LUMBER, Inc.**

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

RICK WORLEY, President

SEAL

**\*\*EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO O.S. 68.3202/13\*\***

4/2



STATE OF OKLAHOMA,       )  
                                      )  
COUNTY OF McCURTAIN,    )       ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 31st day of January, 2005, personally appeared Rick Worley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

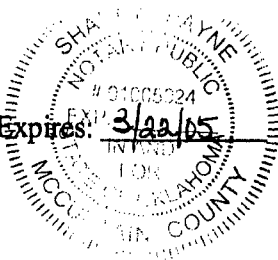
Given under my hand and seal of office the day and year last above written.

Sharon Payne  
NOTARY PUBLIC

My Commission Expires: 3/22/05

My Commission Number: 01005024

S E A L



413

125

471299

**LOAN AND MORTGAGE EXTENSION AGREEMENT**

State of Oklahoma McCurtain Co., SS

This instrument was filed for record

11:00 a'clock *gn*

FEB 02 2005

Upon application of the undersigned who signs this agreement as an acceptance of the terms of extension granted and the separate loan modification agreement of even date which is made a part hereof by reference and incorporated herein by reference in full, the maturity of certain notes described as follows:

and duly recorded in book 735 page 414  
KAREN S CONAWAY, County Clerk

By *McCurick* Deputy

A. Note #29463 in the name of Thomason Lumber and Timber Company dated December 27, 1995 with a total balance of \$574,025.44, with was assumed by Borrower June 1, 2000. Secured by a mortgage dated December 27, 1995 and recorded January 9, 1996 in Book 580 at Page 120 of the McCurtain County Clerk's records and a security interest in all machinery, equipment, inventory, accounts receivable and all other assets now owned and proceeds therefrom, or hereafter acquired used in the operation of the business and all accessions, additions, replacements and substitutions relating to any of the foregoing: including entitlements, rights to payments in whatever form received.

B. Note # 34506 dated June 22, 2000, with a total balance of \$204,670.08. Secured by a mortgage dated June 22, 2000 and recorded June 27, 2000 in Book 653 at Page 686 of the McCurtain County Clerk's records and a security interest in all machinery, equipment, inventory, accounts receivable and all other assets now owned and proceeds therefrom, or hereafter acquired used in the operation of the business and all accessions, additions, replacements and substitutions relating to any of the foregoing: including entitlements, rights to payments in whatever form received.

C. The balances due on Note # 29463 dated December 27, 1995 and Note # 34506 dated June 22, 2000 with a collective balance due of \$780,140.64 were modified into Note # 35226 dated December 10, 2001 with a current principal balance due of \$489,863.42 and accrued interest of \$268,512.86 for a total due of \$758,376.28. Secured by a mortgage dated December 10, 2001 and recorded January 3, 2002 in Book 678 at Page 1020 of the McCurtain County Clerk's records and a security interest in all machinery, equipment, inventory, accounts receivable and all other assets now owned and proceeds therefrom, or hereafter acquired used in the operation of the business and all accessions, additions, replacements and substitutions relating to any of the foregoing: including entitlements, rights to payments in whatever form received.

Said debt is hereby extended from May 5, 2003 to January 31, 2007 with interest to such date at New York Prime plus 2% per annum variable effective January 31, 2005 both principal and interest to bear interest from maturity for breach of any condition in the instruments securing said note, it being agreed that all conditions and agreements in said note and the instruments securing it shall remain unchanged and be in full force during such extended period together with the loan agreement. The undersigned Oklahoma Pole & Lumber, Inc. the legal owner of said mortgaged property and agrees to pay said indebtedness in the manner which is herein drawn and as set forth in the loan agreement and loan documents. This agreement is made with the consent of the Guarantor.

First State Bank of Idabel  
(Formerly Known as American State Bank  
Broken Bow, Oklahoma)

Oklahoma Pole & Lumber Company, Inc.

By: *Wendell Proctor*  
Wendell Proctor, President/CEO

By: *Rick Worley*  
Rick Worley, President



By: *Rick Worley*  
Rick Worley, Guarantor

414

**LEGAL DESCRIPTION:**

See Attached Exhibit "A" which is made a part of hereof by reference.

LOAN AND MORTGAGE EXTENSION AGREEMENT  
DATED JANUARY 31, 2005

OKLAHOMA POLE & LUMBER COMPANY, INC.  
LOAN #: 316947-35226  
EXHIBIT "A"

**TRACT I:**

All that part of the N/2 of the SW/4 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW/4 of the NE/4 of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

**TRACT II:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW/4 of the NE/4 of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W/2 of the NE/4; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

**TRACT III:**

All that part of the W/2 of the NE/4 of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W/2 of the NE/4; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND

First State Bank of Idabel  
(Formerly Known as American State Bank  
Broken Bow, Oklahoma)

Oklahoma Pole & Lumber Company, Inc.

By: Wendell Proctor  
Wendell Proctor, President/CEO

By: Rick Worley  
Rick Worley, President

~~NOTARIAL PUBLIC  
JAN 31 2005  
BROWN  
of Oklahoma County~~

By: Rick Worley  
Rick Worley, Guarantor



# OIL AND GAS LEASE 318769

THIS AGREEMENT, Entered into this the 9th day of March, 19 82, between

Thompson Lumber Company, Box 804, Broken Bow, Oklahoma 74728

hereinafter called lessor,

and DIXIE LAND & EXPLORATION, INC., Ft. Smith, AR 72901 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased and let and by these presents does hereby grant, lease and let exclusively unto lessee, the hereinafter described land and with the right to pool and unitize this lease or any part thereof with other oil and gas leases as to all or any part of the land covered hereby as hereinafter provided for the purpose of carrying on geological, geophysical and other exploratory work including core drilling and the drilling, mining and operating for producing and saving all of the oil, gas, casinghead gas, casinghead gasoline, sulphur and all elements, compounds and mixtures thereof comprising the effluent vapor stream as produced at the mouth of each well drilled hereunder together with the right to inject gas, water and other fluids and air into subsurface strata and for constructing roads, laying pipelines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring land to produce, save, take care of and manufacture all of such substances, together with any reversionary rights therein, said land being situated in the County of McCurtain State of Oklahoma and described as follows:

Beginning 1042.8 feet South of the NW corner of the NE $\frac{1}{4}$ , run thence South 484.0 feet; run thence East 420.0 feet; run thence South 314.2 feet; run thence East 420.0 feet; run thence South .8 feet; run thence East 480.0 feet; run thence North 999.0 feet; run thence West 1085.8 feet; run thence South 200.6 feet; run thence West 234.2 feet to the point of beginning

in Section 19, Township 6 South, Range 25 East, and containing 26.5 acres, more or less, and also in addition to the above-described land, any and all strips or parcels of land other than those constituting regular governmental subdivisions adjoining or contiguous to the above-described land and owned or claimed by lessor. If said land is riparian to, bounds or embraces within its boundaries a stream, lake or other body of water, then all of lessor's river bed rights and lands under water and all areas now or hereafter added by accretion, are included and covered by this lease.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease is or can be produced from said land, or from land with which said land is pooled, or operations are being continued as hereinafter provided.

3. The lessee shall deliver to lessor as royalty free of cost on the lease or into the pipeline to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises or at the lessee's option, may pay to the lessor, one-eighth (1/8) of the actual amount received by the lessee from the sale of oil produced hereunder.

4. The lessee shall monthly pay lessor as royalty on gas marketed, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well, which proceeds or market value shall be deemed to be the price paid by the purchaser in either case under any gas sale contract entered by lessee and approved by the Federal Power Commission or other regulatory agency having jurisdiction, if such approval is necessary, but in no event shall lessee be required to pay more than one-eighth (1/8) of the actual amount received by lessee and lessor hereby authorizes lessee to enter any such contract and obtain any such regulatory agency approval thereof covering the full interest in gas produced hereunder without joinder therein by lessor. The lessee shall pay the lessor one-eighth (1/8) of the value at the mouth of the well computed at the prevailing market price of casinghead gas produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof, but in no event shall lessee be required to pay more than one-eighth (1/8) of the actual amount received by lessee from any sale. Where gas from a gas well or wells on the above-described land or on land with which said land is pooled is sold or used, whether before or after the expiration of the primary term, lessee shall unless and until this lease be maintained in force and effect under other of its provisions pay or tender to lessor or pay or tender to deposit into the depository bank named in Paragraph 5 of this lease or any successor thereof in the manner therein provided as royalty an amount equal to the delay rental provided for in this lease for acreage then held under this lease by the party making payment or tender, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut-in. Pending and until the payable date of and while said royalty is so paid, tendered or deposited, it shall be considered and held under all provisions of this lease that gas is being produced in paying quantities from the leased premises. For the purpose of this paragraph, the term gas well shall include a well or wells capable of producing natural gas condensate or any other gaseous substance and wells classified as gas wells by any governmental authority. Lessee shall pay to lessor as royalty free of cost One Dollar (\$1.00) per long ton on sulphur produced and marketed.

5. If operations for the drilling of a well for oil or gas are not commenced on said land or on acreage pooled therewith as herein provided, on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall pay or tender to the lessor or for the lessor's credit in the

First Bank & Trust

Bank at Broken Bow, Oklahoma or its

successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless

of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of twenty six and 50/100

Dollars (\$ 26.50), which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year, in like manner and upon like payments or tender the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders of delay rentals or shut-in royalties may be made by check or draft of lessee or any assignee thereof; and the depositing of such check or draft in any post office properly addressed to the lessor, or said bank, on or before the due date, shall be deemed payment as herein provided. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail, or refuse to accept rental or a shut-in royalty, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another method of payment or a tender and any depository charge is a liability of the lessor. If lessee shall on or before any rental or shut-in royalty date, make a bona fide attempt to pay or deposit rental or shut-in royalty to a lessor entitled thereto under this lease according to lessee's records or to a lessor who prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental or shut-in royalty and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise) lessee shall be unconditionally obligated to pay to such lessor the rental or shut-in royalty properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. If during the term of this lease any reversion of interest to lessors should occur then and in that event on the next succeeding rental or shut-in royalty anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof the rental or shut-in royalty shall be increased to cover the additional interest so acquired by lessor. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. The term "operation" as used herein shall include without limitation the following: commencing construction of roadways, preparation of the drill site, drilling, testing, completing, reworking, recompleting, deepening, plugging back, repressuring, pressure maintenance, cycling, secondary recovery operations or the production of oil and gas.

7. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, or in order to obtain a larger production allowable from any governmental agency having control over such matters, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 160 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Such pooling may include all oil, gas and other minerals or may be limited to one or more such substances and may extend to all such production or may be limited to one or more zones or formations. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit as pooled only such portion of the royalty stipulated herein as the amount of his acreage pooled in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

8. Should any well drilled on the above described land, or on acreage pooled therewith during the primary term, and prior to production being obtained, be a dry hole, or if, after production is obtained, the same should cease from any cause during the primary term; then if a further well is not commenced on said land, or on acreage pooled therewith or reworking operations to restore such production have not been commenced, prior to the next ensuing rental paying date, this lease shall terminate as to both parties, unless the lease on or before such rental date shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the provisions hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments, and if lessee shall commence operations for drilling on the land above described or on any acreage pooled therewith, at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted whether on the same or different wells with no cessation in said operations of more than ninety (90) days and if production results therefrom, then as long as production continues. Should production from the above described land, or from acreage pooled therewith, cease from any cause after the expiration of the primary term, this lease shall not terminate provided lessee succeeds in bringing back such production within ninety (90) days from such cessation, or within such ninety (90) day period commences drilling another well on the above described land or on land pooled therewith, and prosecutes the drilling thereof with due diligence to completion, and if such production is restored through any such operations this lease shall continue with the like effect as if there had been no cessation thereof.

9. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein (whether lessors interest is herein specified or not) then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

10. The lessee shall have the right to use, free of cost, gas, oil and water found on said land except water from the wells of the lessor for its operations thereon or on lands unitized therewith including the pressuring, pressure maintenance, cycling and secondary recovery operations. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

11. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance, or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor, or the full interest claimed, or all advance payments of rentals and shut-in royalties made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

12. Any structures and facilities placed on the leased premises by lessee for operations hereunder and any well or wells on the lease premises drilled or used for the injection of salt water or other fluids may also be used for lessor's operations on other lands in the same area; the right to so use such facilities may be continued beyond the term of this lease by payment in advance in the sum of One Hundred Dollars per year.

13. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the lessor or any assignee hereof shall make due payment of said rentals.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

487

20. See rider attached hereto and made a part hereof

By: Art F. Thomason, President  
I.D. # 73-0674636

1881. 12-11-84 100  
Notary Public

20. If at the end of the primary term, the lease is not otherwise continuing in force under the provisions hereof, this lease shall expire, unless lessee, his successors, or assigns, on or before the end of the primary term shall pay or tender to lessor or deposit to the credit of the lessor in the manner provided in Paragraph 5, the sum of \$ 50.00 multiplied by the number of net mineral acres owned by lessor in the land described herein and then subject to this lease; and subject to the other provisions of this lease, Paragraph 2 shall thereby be modified and the primary term shall be extended for an additional term of five (5) years from the end of the primary term hereof. In the event lessee so elects to extend the primary term of this lease as provided, lessee shall not be obligated to pay rental as provided in Paragraph 5 for the first year of the extended primary term; and thereafter lessee may resume regular rental payments in the amount and manner as provided in Paragraph 5.

IN WITNESS WHEREOF, this lease is executed as of the 9th day of March, 1982.

Thompson Lumber Company

[Signature]  
By Asst. M. Thompson, President  
Social Security #: (b) (6)

[Signature]  
Attest: Richard Pike, Secretary



State of Oklahoma, McCurtain Co., SS  
This Instrument was filed for record

10:00 O'CLOCK Am

APR 22 1982

and duly recorded in Book 431 Page 487

DIXIE MAY, County Clerk

By [Signature] Deputy



489



1.00

415287

AFFIDAVIT

STATE OF OKLAHOMA

}  
}  
}  
}  
}

SS.

County of McCurtain

Know all men by these present that the Oklahoma Department of Environmental Quality has issued RCRA Post Closure Permit Number 007335524-PC to Thomason Lumber and Timber Company, Inc. to maintain a hazardous waste disposal facility located approximately at Latitude 34° 01' 28" North and Longitude 94° 43' 27" West. The legal description for the facility is as follows: begin 1042.8 feet south of the Northwest corner of the Northeast quarter of Section 19, Township 6 South, Range 25 East of the I.M.B.; run thence East 234.2 feet; thence North 200.6 feet; thence East 1085.8 feet; thence South 999.6 feet; thence West 900 feet; thence North 315 feet; thence West 420 feet; thence North 484.0 feet to the point of beginning, containing 26.17 acres, more or less in McCurtain County, Oklahoma. Said permit has been issued pursuant to Title 27 of the Oklahoma Statutes, Sections 2-7-101 et. seq., and to rules and regulations promulgated in accordance therewith.



State of Oklahoma McCurtain Co.  
This instrument was filed for record  
2:02 o'clock PM  
OCT 07 1997

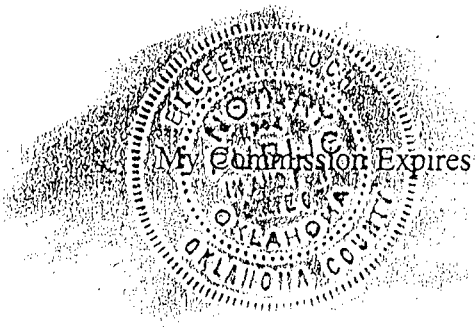
Donald D. Barrett  
Donald D. Barrett, Chief Environmental Engineer  
Waste Management Division  
Department of Environmental Quality

and duly recorded in book 606 page 754  
KAREN S. OGNAWAY, County Clerk  
by A. J. Jander Deputy

H. A. Caves  
H. A. Caves, Director  
Waste Management Division  
Department of Environmental Quality

The foregoing instrument was acknowledged before me this 8th day of September, 1997, by H. A. Caves and Donald D. Barrett.

Eileen Hoch  
Notary Public



754

3.00  
12  
After Recording Please Return to:  
Shelby County Forest Products, LLC.  
PO Box 1496  
Tacoma, WA 98401-1496  
Attn: Greg D. McFarland

434607

**Memorandum of Treating Services Agreement,  
Option to Purchase and Lease**

Thomason Lumber & Timber Company, an Oklahoma Corporation (herein Service Provider, Optionor and Lessee "TLTC") and L.D. McFarland Company, Ltd. or its assigns (herein Customer, Optionee and Lessor "LDM") an Idaho Corporation acknowledge and agree that on September 1, 1997 TLTC agreed to provide LDM Treating Services through a Treating Services Agreement and within such agreement agreed to provide LDM an Option to Purchase the real property, buildings and equipment owned by TLTC on the site and further agreed to lease from LDM certain equipment which LDM would install on the site and LDM agreed to purchase services, accept receipt of the Option to Purchase and provide and lease to TLTC certain equipment to be installed on the site on the terms and conditions of the Treating Services Agreement dated as of September 1, 1997.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Treating Services Agreement this 15<sup>th</sup> day of March, 1999.

TREATING SERVICE PROVIDER:

THOMASON LUMBER & TIMBER COMPANY

An Oklahoma Corporation

BY: Earl Hayes  
Earl Hayes, President

State of Oklahoma McCurtain Co., SS  
This instrument was filed for record  
1:53 o'clock PM

MAR 20 2000

CUSTOMER:

L. D. McFarland Company, Ltd. or Assigns  
An Idaho Corporation

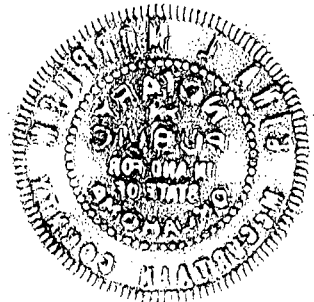
BY: Greg D. McFarland  
Greg D. McFarland, Executive Vice President

and duly recorded in book 649 page 440  
KAREN S. CONAWAY, County Clerk  
By Karen S. Conaway Deputy

STATE OF OKLAHOMA )  
 )SS.  
COUNTY OF McCurtain )

I certify that I know or have satisfactory evidence that Earl Hayes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Thomason Lumber & Timber Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

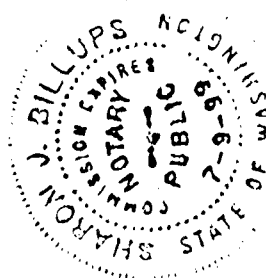
Cina J. McGraw  
Residing at Thomason Lumber Notary Public in and for said County and State  
Commission Exp: May 3, 2000



STATE OF WASHINGTON )  
 )SS.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Greg D. McFarland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice President of L. D. McFarland Company, Ltd. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Sharon J. Billups  
Residing at Gig Harbor Notary Public in and for said County and State  
Commission Exp: 07/09/99



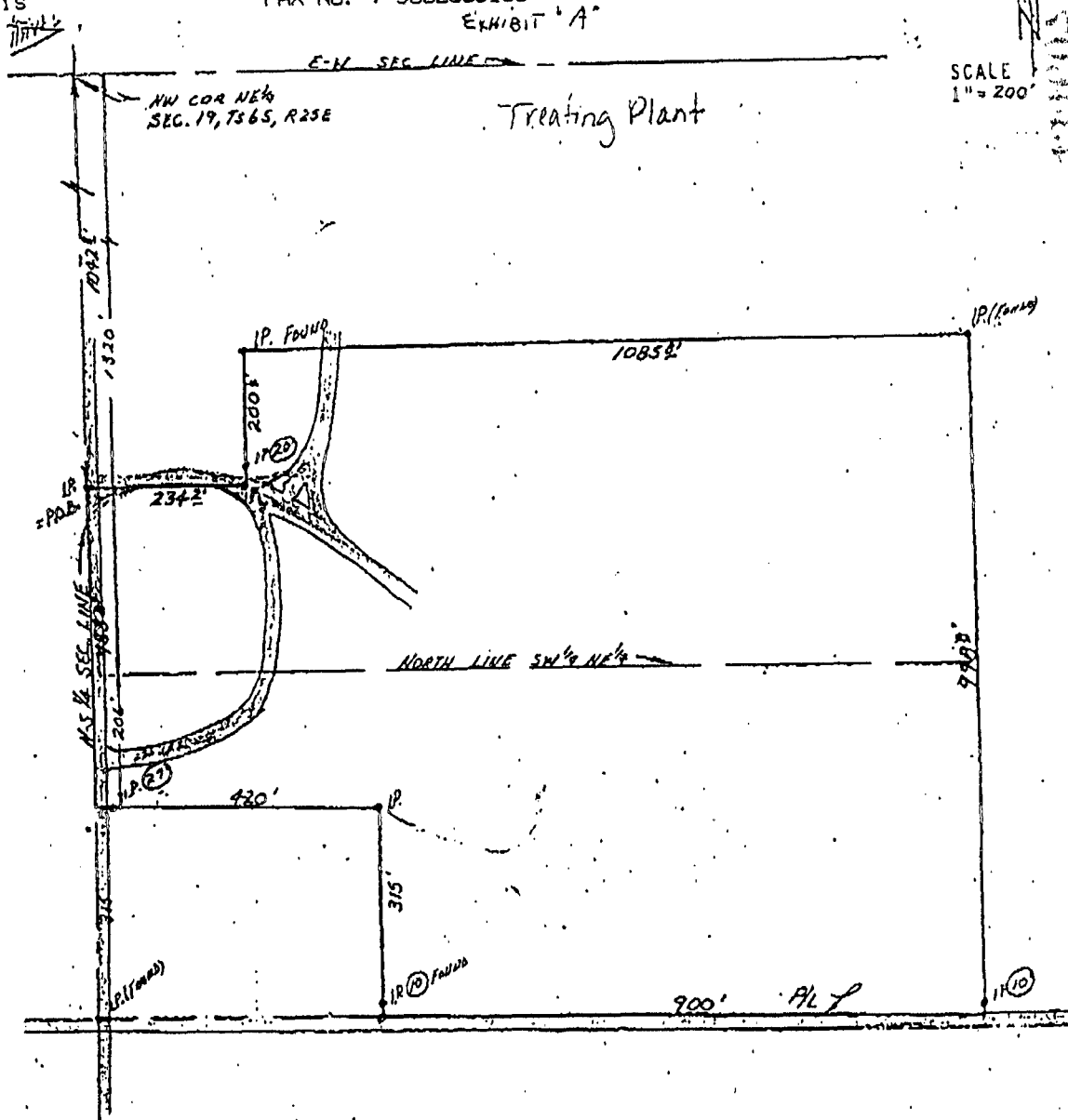


FROM : DeBerry Wallis

FAX NO. : 5802865188

Mar. 16 2000 04:56PM P9

EXHIBIT 'A'



#### CERTIFICATE

I JAMES A. McCOWN, Registered Land Surveyor No. 195, Oklahoma do hereby certify that this Plat and the on the ground Survey on which it is based were made in accordance with minimum standard detail requirements; and is pursuant to the accuracy standards for Land Title surveys jointly established and adopted by ALTA/ACSM in 1992; and meets or exceeds the minimum technical standards for a boundary survey adopted by the board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

#### LEGAL DESCRIPTION

All that part of W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Begin 1042.8 ft. South of the NW cor. of the NE $\frac{1}{4}$  said Sec. 19; run thence South 483.2 ft. to a point 206 ft. South of the North Line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Sec. 19; thence East 420 ft. thence South 315 ft. thence East 900 ft. thence North 998.8 ft. thence West 1085.8 ft. thence South 200.6 ft. thence West 234.2 ft. to the point of beginning.

The above described property does not lie within the 100 year flood plane. Community Panel No. 400106-0013

*James A. McCown*

James A. McCown, Reg. Land Surveyor No. 195, Okla.  
Certificate of Authorization, C.A. No. 2245

11-20-97

DATE

SEAL

200

EXTENSION AGREEMENT

372178

Upon application of the undersigned who sign this agreement as an acceptance of the terms of extension granted, the maturity of a certain note for \$ 355,000.00 , dated 8/27 1984 and executed by Thomason Lumber & Timber Company , bearing interest from date until maturity at NYP + 2½% per cent, per annum and thereafter until paid at NYP + 2½% per cent per annum and secured by a mortgage dated 8/27 19 84 and recorded in McCurtain County, in Book No. 457 at page 56 of the records of McCurtain County State of Oklahoma , the unpaid balance of which is now \$ 161,680.45 is hereby extended to 11/12 19 94 with interest to such date at NYP + 2% per cent per annum from 9/16 19 91 both principal and interest to bear interest from maturity at the rate of NYP + 2% per cent per annum; subject however, to an earlier maturity for breach of any condition in the instruments securing said note, it being agreed that all conditions and agreements in said note and the instrument securing it shall remain unchanged and be in full force during such extended period.

The undersigned are the legal owners of said mortgaged property and agree to pay said note in the manner which is herein shown.

WITNESSETH THAT THE UNDERSIGNED

BY:

CARL ALTENBAUMER

THOMASON LUMBER & TIMBER COMPANY

Applicant EARL J. HAYES, JR.

PRESIDENT

Applicant TERRY CANNWELL

VICE PRESIDENT &

SECRETARY

Extension granted 9/16 19 91

Legal Description:

SEE ATTACHED EXHIBIT

State of Oklahoma, McCurtain Co., SS

This instrument was filed for record

8:01 O'CLOCK

SEP 20 1991

and duly recorded in Book 525 page 172

KAREN S. BRYAN, County Clerk

By Lina Seshee Deputy

STATE OF OKLAHOMA  
COUNTY OF MCCURTAIN

Subscribed to and sworn to before me, a notary public, on this 17 day of

My Commission Expires 8-17-95

Notary Public

172

200

EXTENSION AGREEMENT

372178

Upon application of the undersigned who sign this agreement as an acceptance of the terms of extension granted, the maturity of a certain note for \$ 355,000.00 , dated 8/27 1984 and executed by Thomason Lumber & Timber Company , bearing interest from date until maturity at NYP + 2½% per cent, per annum and thereafter until paid at NYP + 2½% per cent per annum and secured by a mortgage dated 8/27 19 84 and recorded in McCurtain County, in Book No. 457 at page 56 of the records of McCurtain County State of Oklahoma , the unpaid balance of which is now \$ 161,680.45 , is hereby extended to 11/12 19 94 with interest to such date at NYP + 2% per cent per annum from 9/16 19 91 both principal and interest to bear interest from maturity at the rate of NYP + 2% per cent per annum; subject however, to an earlier maturity for breach of any condition in the instruments securing said note, it being agreed that all conditions and agreements in said note and the instrument securing it shall remain unchanged and be in full force during such extended period.

The undersigned are the legal owners of said mortgaged property and agree to pay said note in the manner which is herein drawn.

THOMASON LUMBER & TIMBER COMPANY

BY:

CARL ALTENBAUMER

THOMASON LUMBER & TIMBER COMPANY

Applicant EARL J. HAYES, JR.

PRESIDENT

Applicant TERRY CHINWELL

VICE PRESIDENT &

SECRETARY

Extension granted 9/16 19 91

Legal Description:

SEE ATTACHED EXHIBIT

State of Oklahoma, McCurtain Co., SS

This instrument was filed for record

8:01 O'CLOCK

SEP 20 1991

and duly recorded in book 525 page 172

KAREN S. BRYAN, County Clerk

By Lina Foster Deputy

STATE OF OKLAHOMA  
COUNTY OF MCCURTAIN

Subscribed to and sworn to before me, a notary public, on this 17th day of

August 1991.

My Commission Expires: 8-17-95

Notary Public

172



200

EXTENSION AGREEMENT

372178

Upon application of the undersigned who sign this agreement as an acceptance of the terms of extension granted, the maturity of a certain note for \$ 355,000.00 , dated 8/27 1984 and executed by Thomason Lumber & Timber Company , bearing interest from date until maturity at NYP + 2 1/2% per cent, per annum and thereafter until paid at NYP + 2 1/2% per cent per annum and secured by a mortgage dated 8/27 19 84 and recorded in McCurtain County, in Book No. 457 at page 56 of the records of McCurtain County State of Oklahoma , the unpaid balance of which is now \$ 161,680.45 , is hereby extended to 11/12 19 94 with interest to such date at NYP + 2% per cent per annum from 9/16 19 91 both principal and interest to bear interest from maturity at the rate of NYP + 2% per cent per annum; subject however, to an earlier maturity for breach of any condition in the instruments securing said note, it being agreed that all conditions and agreements in said note and the instrument s securing it shall remain unchanged and be in full force during such extended period.

The undersigned are the legal owners of said mortgaged property and agree to pay said note in the manner which is herein drawn.

THOMASON LUMBER & TIMBER COMPANY

BY: Carl Altenbaumer  
CARL ALTENBAUMER

THOMASON LUMBER & TIMBER COMPANY  
Applicant Earl J. Hayes, Jr.  
PRESIDENT  
Applicant Terry Canwell  
VICE PRESIDENT & SECRETARY

Extension granted 9/16 19 91

Legal Description:

SEE ATTACHED EXHIBIT

State of Oklahoma, McCurtain Co., SS  
This instrument was filed for record  
8:01 O'CLOCK

14100 9702

SEP 20 1991

and duly recorded in book 525 page 172  
KAREN S. BRYAN, County Clerk  
By Lina Foster Deputy

STATE OF OKLAHOMA  
COUNTY OF MCCURTAIN

Subscribed to and sworn to before me, a notary public, on this 17 day of

My Commission Expires: 8-17-95

Notary Public

Kelley Thompson

172

TRACT I:

All that part of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning. 3 ac

TRACT II:

All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of I.B.M., described as follows:

Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 684 feet to a point 206 feet South of the North Boundary line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet; to the East boundary line of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning. 13 ac

TRACT III:

All that part of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 19, Township 6 South, Range 25 East of the I.B.M., described as follows:

Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning. 2.6

TRACT IV:

All that part of SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East, described as follows: Begin at a point 420 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence East 715.12 feet; thence North 1098.45 feet to South right of way line of present U.S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning, less and except all that part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at a point 895.12 feet East of the Southwest Corner of the SW $\frac{1}{4}$  of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155; thence South 150 feet to the point of beginning. 12 ac

TRACT V:

All that part of the Southwest Quarter of the SW $\frac{1}{4}$  of Section 17, Township 6 South, Range 25 East of the I.B.M., described as follows: Begin at the Southwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning. LESS AND EXCEPT one acre described as beginning at the Southwest Corner of said tract; run thence North 420 feet; thence East 210 feet for a point of beginning; run thence North 210 feet; run thence East 210 feet; run thence South 210 feet; run thence West 210 feet to the point of beginning, said property being in the name of ART F. THOMASON, and less and except one acre described as beginning 210 feet East of the Southwest Corner of said tract; run thence North 210 feet; run thence East 210 feet; run thence South 210 feet; run thence West 210 feet to the point of beginning, said property being in the name of CORA JAMERSON and JOE JAMERSON. 5 ac

Signed for identification purposes this 27th day of August, 1984.

THOMASON LUMBER AND TIMBER COMPANY

*Earl J. Hayes* 57  
EARL J. HAYES